

A. G. Contract No. KR98 1816TRN
COT Contract No. 0049-96
Exh. A to COT Resolution No. 18109
ADOT ECS File: JPA 98-138
Project: STP-900-0(189)/H5089 08X
Section: FY98-99 Pavement
Management System

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 25 September, 1998,
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as
amended, between the STATE OF, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and
through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The Federal government has made funds available to the State for the use of the City to conduct the Pavement Management System program. The State and the City desire to define their respective responsibilities relating to the transfer of up to \$164,725.00 thru the State to the City and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22698
Filed with the Secretary of State
Date Filed: 09/25/98
Betty Bayless
Secretary of State
By Dick V. Severn

II. SCOPE

1. The State will:

Provide the City federal funds in the amount of up to \$164,725.00, on a monthly cost reimbursement basis for activities performed relating to the Pavement Management System program.

2. The City will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any claims for extra compensation.

c. Provide the required \$9,957.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$164,725.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
PO Box 27210
Tucson, AZ 85726-7210


9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA
Department of Transportation

By 
GEORGE MILLER
Mayor

By 
JAY KLAGGE, Director
Transportation Planning

ATTEST

By 
KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of August 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for conducting the FY98 - 99 Pavement Managment System program.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

ADOPTED BY THE
MAYOR AND COUNCIL
SEP 08 1998

RESOLUTION NO. 18109

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FUNDING FROM THE TRANSPORTATION EQUITY ACT FOR THE 21^S CENTURY (TEA21) FOR THE CITY'S PAVEMENT MANAGEMENT SYSTEM PROGRAM.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the Arizona Department of Transportation for funding from the Transportation Equity Act for the 21^S Century (TEA21) for the City's Pavement Management System, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 17 day of Aug, 1998.

Charles S. Do
| City Attorney

CATEGORY 600 - Transportation

SUBCATEGORY 604 - Transportation System Programming, Performance Enhancement and Implementation

Pima Association of Governments
Thomas L. Swanson
Transportation Planning Division
Cherie L. Campbell

Work Element: 604.05 Management Systems, including Pavement Management System

Objective(s): To continue development, in coordination with local agencies and the State, proposals and standards for regional establishment/implementation of management systems.

Continue development of a comprehensive inventory and rating of all Federal-Aid System roadways including National Highway System roadways, COT Major Streets and Routes (MS&R), and other area roadways.

Product(s): Development of management systems.
Regional Pavement Management System Activities

Related Work: Statewide/Regional Planning and Programming Coordination (602.01)
Transit Service and Management Planning (601.01)
Metropolitan Transportation Plan (603.03)
Transportation Improvement Program (604.01)
Government Technical Assistance (602.06)
Transportation System Data Management (602.02)
Transportation Financial Analysis and Assistance (602.07)

Anticipated Impact: Provide the foundation and impetus for development of integrated, compatible management systems as required by ISTEA. Avoid duplication of costs and efforts. the Congestion Management System, already developed, is expected to play a key role in coordinating aspects of the other management systems. For the pavement management system, increased pavement life cycles and reduced pavement costs by providing for budget and maintenance planning activities.

- Task(s):**
- A. Initiate discussions with the State, local, and other parties affected on procedures for development of a comprehensive public transportation facilities and equipment management system and a comprehensive pavement preservation system for the PAG region.
 - B. Identify systems or facilities.
 - C. Analyze transportation system management strategies to make more efficient use of the existing systems. Identify potential performance measures and standards.
 - D. Evaluate performance of existing systems. Evaluate needed data collection and system inventories
 - E. Develop proposals and standards for data development for specific systems

CATEGORY 600 - Transportation

SUBCATEGORY 604 - Transportation System Programming, Performance Enhancement and Implementation

Pima Association of Governments
Thomas L. Swanson
Transportation Planning Division
Cherie L. Campbell

- F. Program and prioritize specific system developments.
- G. For the pavement management system (City of Tucson demonstration project):
 - 1) Compile and log data for new construction, maintenance activities, and inventory of new annexations for rating and ranking of roadways for maintenance, rehabilitation, or reconstruction scheduling.
 - 2) Development of budget forecasting scenarios for planning and scheduling of rehabilitation activities.
 - 3) GPS the PMS sections and samples for incorporation into GIS computer mapping system.
 - 4) Develop Ride Quality analysis and Roadway Video records for all Federal-Aid System roadways.
 - 5) Develop a Quality Assurance/Quality Control incentive/disincentive program for all new roadway construction projects.

FUNDING SOURCE	AMOUNT	AGENCY	COST	APPROX. MONTHS
99 PL	13,000	TDOT	164,725	24
99 SIP	155,336	PAG	20,036	
99 SPR	5,000			
LOCAL	11,425			
TOTAL	184,761	TOTAL	184,761	



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-1816TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE September 21, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/15392

Enc.